IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

UNITED STATES FIRE INSURANCE	§	
COMPANY,	§	
	§	
Plaintiff-Counterdefendant,	§	
	§	
V.	§	Case No. 3:22-cv-00868-BT
	§	
UNIFIED LIFE INSURANCE	§	
COMPANY,	§	
	§	
Defendant-Counterclaimant.	§	

FINAL JUDGMENT

Consistent with the Court's Memorandum Opinion and Order entered on this day, the Court **ORDERS**, **ADJUDGES**, and **DECREES** that:

- 1) United States Fire Insurance Company's ("USF") Motion for Summary Judgment (ECF No. 31) is DENIED;
- 2) Unified Life Insurance Company's ("Unified") Motion for Summary Judgment (ECF No. 26) is GRANTED;
- 3) USF's claims are DISMISSED with prejudice;
- 4) Pursuant to Unified's declaratory-judgment counterclaim, the Court DECLARES that USF owes a duty under the Reinsurance Treaty to pay its proportionate share of the *Butler* class settlement and associated costs and fees;

5) Judgment is entered in favor of Unified on its counterclaim that USF breached the Reinsurance Treaty by denying coverage to Unified;

6) USF is liable for \$2 million in damages, which amounts to a 25% proportional share the *Butler* class settlement, including class counsel attorney's fees;

7) USF is obligated to pay 25% of Unified's own class counsel fees and costs incurred in defending the *Butler* litigation; and

8) Unified is entitled to reasonable attorney's fees incurred in this lawsuit under Texas Civil Practice and Remedies Code Chapter 38. Unified must file any motion for such attorney's fees within 30 days from the entry of the Court's Memorandum Opinion and Order granting Unified's Motion for Summary Judgment.

SO ORDERED.

March 29, 2024.

REBECCA RUTHERFORD

UNITED STATES MAGISTRATE JUDGE